

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

and

THE CITY PROSECUTORS ASSOCIATION

OCTOBER 1, 2015 TO SEPTEMBER 30, 2019

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

1. Recognition, Purpose and Implementation

The City Prosecutors Association is hereby recognized as the exclusive representative for employees of the City Prosecutor's Office in the positions indicated in Appendix A, attached hereto and made a part hereof. The purpose of the Memorandum of Understanding is to set forth the joint recommendation to be submitted by the parties to the City Council of the City of Long Beach for implementation and shall not be binding unless and until the City Council:

- A. Approves the provisions contained in this Memorandum;
- B. Adopts the required ordinances and/or resolutions; and
- C. Appropriates the funds required to implement the provisions hereof.

2. Term

The term of this Memorandum shall be for three years commencing October 1, 2015 and terminating at midnight on September 30, 2019.

3. Salaries

The Salary Resolution will be amended to provide for the following salary increases for the bargaining unit members represented by the Association on the effective date indicated:

WAGES

Effective October 1, 2016, bargaining unit members shall receive a 2% percent general wage increase.

Effective October 1, 2017, bargaining unit members shall receive a 2% percent general wage increase.

Effective October 1, 2018, bargaining unit members shall receive a 2% percent general wage increase.

City shall make a one-time ad hoc lump sum payment of 3 percent (3%) of annual base pay in accordance with Appendix B.

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4. State Bar Association Dues

The City shall reimburse each attorney for the cost of the annual dues for membership in the State Bar of the State of California.

5. Health, Dental and Life Insurance Benefits

- A.
 - 1. The City shall contribute by way of obligation for health, dental and life insurance benefits up to \$1686.93 per month for employees in permanent full-time positions.
 - 2. Employees may change benefit coverage during open enrollment. A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's annual rate schedule and will include any increases incurred up to the date of the change.
- B. Effective January 1st during the term of the agreement, and thereafter increases in the costs for the health, dental and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for that coverage, but will not exceed the following amounts:
 - 1. On January 1, 2017 and every January 1st thereafter during the term of the Agreement, employees with single or two-party plan health coverage, shall pay thirty percent (30%) of the increase or \$25 whichever is less, over the rates in effect in the prior year for the plan options selected. The \$25 cap will also apply to employees with family plan health coverage in plan year 2017.
 - 2. Beginning January 1, 2018, employees with family plan health coverage shall pay thirty percent (30%) of the increase or \$30, whichever is less, over the rates in effect in the prior year for the plan options selected.
 - 3. If the employee's portion is in excess of their cap (\$25 for single or two-party coverage or \$30 for family), the increase over the cap will be carried forward to the next year and added to the employee's portion of the next year's increase until the

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carryover amount is exhausted or the increase equals the cap, whichever is less.

The carryover of the remaining employee portion over the cap will continue forward each year, maintaining the respective caps, until the carryover amount is exhausted by adding it to the employee's portion.

6. Health Insurance Advisory Committee

The City Prosecutors Association shall have one member on the Health Insurance Advisory Committee. The representative shall be enrolled in one of the City's health plans. During the term of this Agreement only, the parties agree to work through the HIAC to mitigate employee benefit program cost increases for Plan Year 2018 and 2019.

7. Retirement

A. Continuation of Retirement Benefits

For members of the bargaining unit employed in those classification set forth in Appendix A on the effective date of the Agreement, the City will continue to provide 2.7 percent at 55 pension benefits to employees hired prior to September 30, 2006, or 2.5 percent at 55 pension benefits to employees hired after September 30, 2006 but prior to January 1, 2013 (also applicable to employees hired on or after January 1, 2013, as a Classic CalPERS member), in accordance with the Public Employees' Retirement System contract in effect for each of these tiers on the effective date of this Agreement.

B. PEPRA

Employees hired on or after January 1, 2013 who are new members to CalPERS shall receive the new miscellaneous retirement formula of 2 percent at 62 pension benefits in accordance with California Government Code section 7522.60.

8. Mileage Reimbursement

Deputy City Prosecutors shall be entitled to an auto allowance in accordance with the City Salary Resolution.

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9. Sick Leave

A. Sick Leave Credits

It is agreed that employees covered by this MOU will be entitled to earn a maximum of twelve (12) days (ninety-six (96) hours) of sick leave per year as provided under the current Personnel Ordinance.

B. Use of Sick Leave for Doctor or Dental Appointments or Family Illness

In addition to the usage of sick leave hours, when an employee is personally ill or disabled, he/she shall be entitled to use a maximum of one-half (1/2) of the earned sick leave per calendar year for absence from duty for personal doctor or dental appointments or to attend to his/her ill or injured child, parent, spouse or same-sex domestic partner.

C. Preservation of Sick Leave (Vacation) During Extended Leave

Whenever a permanent employee has requested an extended leave of absence (more than 30 days), the employee has the option to retain up to eighty-hours of sick leave/vacation/holiday pay in the system. However, previously scheduled vacation time may be preserved in addition to the 80-hour limit.

D. Continuation of Health Insurance for the Surviving Spouse and/or Eligible Dependents of a Retired Employee

The accumulated unused sick leave that has been designated for continuance of health insurance coverage by an employee who has retired shall, upon the death of the retired employee, be utilized for the purpose of continual payment by the City of the basic health insurance plan premium for the spouse and/or eligible dependents providing:

1. The retired employee has an effective retirement date of July 1, 1983 or later; or
2. The retired employee did not predecease the surviving eligible dependent prior to July 1, 1983.

Said premium payment shall continue until:

1. The spouse remarries;

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2. A dependent child becomes 19 or is no longer a full-time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier;
3. The spouse becomes eligible for Medicare, at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance, the premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier; or
4. There is insufficient accumulated unused sick leave to pay the required monthly premium.

10. **Holiday Schedule**

| | |
|------------------------|------------------------------------|
| New Year's Day | January 1 |
| Martin Luther King Day | Third Monday in January |
| Washington's Birthday | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Thanksgiving | Fourth Thursday/Friday in November |
| Christmas Day | December 25 |
| Personal Holiday Leave | (4 days) |

Every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday.

For the covered employees not on a holiday in-lieu schedule, four personal holidays will be credited in the first pay period that begins in January. Employees hired after January 1 will be credited with 1.24 personal holiday hours for each full pay period of paid time. Any unpaid time off will reduce the accrual amount. Thereafter, employees shall receive four personal holidays in the first pay period that begins in January.

Permanent part-time employees shall accrue personal holiday time at the rate of .62 hours for every 80 paid hours.

Employees, who leave the City having taken/not taken their personal holiday leave prior to earning it, will have their separation pay debited/credited proportionately.

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Employees on an in-lieu schedule will continue to receive 13 holidays per year. In-Lieu/personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.

In no instance will employees receive more than 13 holidays per calendar year unless authorized by the President, Governor or City Council, as indicated in paragraph one above. In the event the State Legislature and/or the City Council establish a Cesar Chavez holiday, the number of holidays per calendar year will remain at 13. The number of personal holidays will be reduced to three.

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11. Short-term/Long-term Disability Benefits

Employees in the classification of Deputy City Prosecutor will receive the same short-term and long-term disability benefits currently provided management employees in the City of Long Beach. The City will pay the full cost of the annual premiums, unless the employee desires to pay said premiums for tax purposes.

12. Life Insurance

In addition to the life insurance currently provided all permanent City employees, employees in the classification of Deputy City Prosecutor will be provided a \$150,000 per year life insurance policy. The City will pay the full cost of the annual premiums for said \$150,000 life insurance policy. Because of tax consequences, employees shall have the option of taking the \$150,000 policy or additional life insurance coverage not to exceed \$50,000. Should the employee choose the lower coverage, he/she cannot elect to obtain the additional coverage at a later date. Employees who elect the higher coverage may later select the lower coverage but may not elect to increase to the higher coverage at a later date.

Other members of the bargaining unit shall be provided a \$50,000 per year life insurance policy.

13. Jury Duty

Employees will be limited to 80 hours of paid jury time each calendar year.

14. Deferred Compensation

1. The City shall contribute \$75 each month for deferred compensation for all members of the bargaining unit.
2. Except as provided under State and Federal law, the amount of deferred compensation shall not be considered compensation for purposes of overtime, vacation, and other such calculations.
3. The actual date the City will place the deferred compensation into a deferred compensation program selected by the employee is subject to current Federal and/or State law.

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4. To be eligible for the deferred compensation program provided above, an employee must formally enroll in accordance with applicable Federal and State law to participate in a deferred compensation program.

15. **Mandatory Continuing Legal Education (MCLE)**

The City shall reimburse, through the office of the City Prosecutor, up to \$180.00 per fiscal year for Mandatory Continuing Legal Education (MCLE) fees. Reimbursement shall only be for attendance of MCLE courses that are directly related to the job of Deputy City Prosecutor, as required to maintain a license to practice law in the State of California.

16. **Executive Leave**

Persons holding the position of Deputy City Prosecutor shall be eligible to be granted executive leave by the City Prosecutor in accordance with and pursuant to the provisions of Section 4.10 of the City Personnel Ordinance. In addition, additional days of executive leave, not to exceed five days (40 hours) per calendar year, may be granted by the City Prosecutor at his sole and exclusive discretion.

17. **Floor Warden Skill Pay**

Effective June 1, 2017, the parties agree to eliminate the Floor Warden skill pay.

18. **Overtime**

Effective June 1, 2017, the City will calculate overtime based on FLSA requirements to only include time actually worked for bargaining unit members eligible to receive FLSA overtime. Further, during the term of this Agreement, the City will be reviewing its FLSA and overtime policies, ordinances and resolutions. During the term of the Agreement, the parties agree to meet and confer over changes to the City's FLSA related policies, ordinances and resolutions as required by the Meyers Milius Brown Act. The City Prosecutors Bargaining Unit retains the right to negotiate to the fullest extent permitted by law.

19. **Economic Crisis Clause**

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The parties agree to re-open the MOU, at the City's option, if the City determines that it is facing a fiscal hardship such that the City Council adopts a measure to utilize Measure B "rainy day" funds "Fiscal Hardship" is defined in City of Long Beach Municipal Code Section 3.94.030C. The parties agree that any changes to the MOU will be based on mutual agreement.

20. Except as otherwise provided herein all existing provisions of the Salary Resolution and Personnel Ordinance that apply to employees represented by the City Prosecutors Association shall remain in full force and effect during the term of the Memorandum of Understanding.

21. Term and Renegotiation

The term of this MOU shall commence on October 1, 2015 and shall remain in effect through September 30, 2019. All provisions of this contract shall expire on the termination date unless extended by mutual agreement in writing.

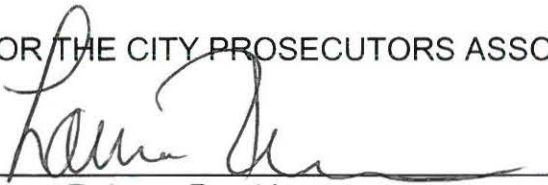
In the event either party desires to negotiate the provision of a successor MOU, that party shall serve upon the other, during the period from April 15, 2019 to May 15, 2019, its written request to commence negotiations. Negotiations shall begin no later than thirty (30) days from date of receipt of notice unless extended by mutual agreement between the parties to this MOU.

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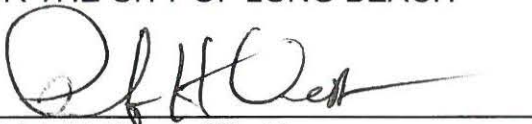
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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 5 day of April, 2017.

FOR THE CITY PROSECUTORS ASSOCIATION

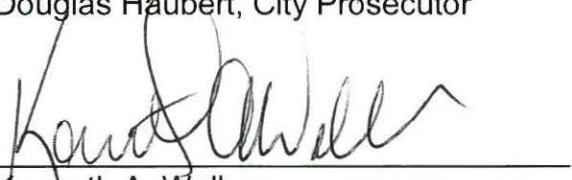

Laura Reimer, President

FOR THE CITY OF LONG BEACH


Patrick H. West, City Manager



Douglas Haubert, City Prosecutor


Alejandrina Basquez
Director of Human Resources


Kenneth A. Walker
Manager of Labor Relations


Stephanie Kemp, Personnel Analyst

APPROVED AS TO FORM:


Charles Parkin, City Attorney 5-3-17

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APPENDIX A

Positions Represented:

Deputy City Prosecutor
Deputy City Prosecutor I
Deputy City Prosecutor II
Deputy City Prosecutor III
Deputy City Prosecutor IV
Paralegal - City Prosecutor
Law Clerk - City Prosecutor
Legal Assistant - Prosecutor
Supervisor - Deputy City Prosecutor

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APPENDIX B

FY 16 ONE-TIME PAYMENT

The parties agree to the following one-time payment during the term of the MOU as follows:

1. City shall make a one-time ad hoc payment of three percent (3%) of annual base pay (salary or wages) to each eligible bargaining unit member as specified in this Appendix.
2. The one-time payment shall apply to current or former bargaining unit members that are active employees as of the MOU effective date and who have worked scheduled/regular hours during the period of October 1, 2015 to September 30, 2016. The one-time payment shall be prorated based on the annual base pay for the hours the employee worked during the period of October 1, 2015 to September 30, 2016.
3. The one-time payment shall be calculated as 3% of annual base pay at the hourly rate effective on September 30, 2016. The one-time payment calculation, shall exclude any additional compensation over and above an employee's normal base pay, such as, but not limited to skill pay, bonus pay, higher classification pay, bilingual pay, deferred compensation or overtime.
4. The one-time payment shall be an off-salary schedule payment; payment shall not be reflected on the City's pay or salary schedules; and payment shall not be the basis upon which future salary increases will be calculated.
5. The one-time ad hoc payment shall not be characterized as and shall not be reported to CalPERS as pensionable compensation or compensation earnable.
6. The one-time ad hoc payment shall be paid at the time the City's regular payroll is paid at the conclusion of the payroll period following the MOU effective date (approved by the City Council).